

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

File No.: 09-CV-00518-DSD-FLN

TCF National Bank,

Interpleader Plaintiff,

vs.

**First Data Merchant Services Corporation
and Community Finance Group, Inc.**

Interpleader Defendants.

**TCF NATIONAL BANK'S
MEMORANDUM OF LAW
REGARDING DEFENDANT
COMMUNITY FINANCE
GROUP, INC.'S MOTION TO
ENFORCE SETTLEMENT
AGREEMENT**

Interpleader Plaintiff TCF National Bank ("TCF") submits this Memorandum of Law Regarding Interpleader Defendant Community Finance Group, Inc.'s Motion to Enforce Settlement Agreement.

MEMORANDUM

Interpleader Plaintiff TCF commenced this action arising out of a dispute between the Interpleader Defendants regarding the ownership of funds in a TCF bank account on which Interpleader Defendant Community Finance Group, Inc ("CFG") is the account holder. The dispute concerns whether a credit card charge Interpleader Defendant CFG collected was valid. Interpleader Defendant CFG now claims that the Interpleader Defendant First Data Merchant Services Corporation settled the claim and Interpleader Defendant CFG is requesting that the Court enter an Order in favor of Interpleader Defendant CFG on the settlement and Order Interpleader Plaintiff TCF to release part of

the funds to Interpleader Defendant CFG and part of the funds to Interpleader Defendant First Data.

Because the two Interpleader Defendants have been litigating their respect claims to the funds on deposit at Interpleader Plaintiff TCF through a credit card industry arbitration process, Interpleader Plaintiff TCF has not brought a formal interpleader motion in this case. Nonetheless, Interpleader Defendant CFG is now asking that this Court to enter an Order requiring Interpleader Plaintiff TCF to disperse funds from the bank account at issue to the Interpleader Defendants. Interpleader Plaintiff TCF does not take a position with respect to the pending Motion before the Court regarding whether the alleged settlement agreement is enforceable. However, Interpleader Plaintiff TCF requests that if the Court grants Interpleader Defendant CFC's Motion to enforce the alleged Settlement Agreement, the Court's Order should provide, consistent with 28 U.S.C. § 1335, that upon Interpleader Plaintiff's TCF's disbursement to the parties consistent with the Court's Order, Interpleader Plaintiff TCF will be released from liability to either Interpleader Defendant for any claims associated with the bank account at issue.

MOHRMAN & KAARDAL, P.A.

s/ William F. Mohrman

Dated: October 22, 2009

William F. Mohrman, #168816
Erick G. Kaardal, #229647
33 South Sixth Street, Suite 4100
Minneapolis, Minnesota 55402
Telephone: (612) 341-1074

Attorneys for Interpleader Plaintiff